

**READ THIS JUNIPER NETWORKS END USER SUPPORT AGREEMENT (“AGREEMENT”) CAREFULLY. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE END USER PURCHASER OF ANY JUNIPER CARE, JUNIPER CARE PLUS OR OTHER PURCHASABLE JUNIPER NETWORKS SERVICES CONTRACTS LISTED AT <http://www.juniper.net/us/en/products-services/technical-services/> AND WHOSE SERVICES DESCRIPTION DOCUMENT POSTED AT <http://www.juniper.net/support/guidelines.html> REFERS TO THIS AGREEMENT. END USER CONSENTS TO BE BOUND BY THIS AGREEMENT EITHER (I) WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS, (II) BY CONTACTING AND USING JUNIPER NETWORKS FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES, (III) BY ACCESSING JUNIPER NETWORKS’ CUSTOMER SUPPORT CENTER, (IV) BY REGISTERING END USER PRODUCT WITH JUNIPER NETWORKS CUSTOMER SERVICES ORGANIZATION, (V) BY RECEIVING, DOWNLOADING OR DEPLOYING ANY SOFTWARE FURNISHED IN CONNECTION WITH SERVICES OR (VI) BY OTHERWISE RECEIVING OR TAKING ADVANTAGE OF THE SERVICES (INCLUDING SOFTWARE) OFFERED OR IN ANY OTHER WAY EXPRESSING END USER’S AGREEMENT TO THE TERMS CONTAINED HEREIN. OTHERWISE, END USER MAY CONTACT THE AUTHORIZED RESELLER FROM WHOM IT PURCHASED THE JUNIPER NETWORKS SERVICES CONTRACT FOR REFUND OF FEES PAID FOR THE SERVICES.**

**1. Definitions:** In this Agreement, the following definitions shall apply:

- a) “Advance Hardware Replacement Support Plan” means an advance hardware replacement support plan as described on Attachment A that has been purchased by End User.
- b) “Agreement” means (1) these End User Support Terms and Conditions; (2) the listing Juniper Networks Services offerings available under this EUSA at <http://www.juniper.net/us/en/products-services/technical-services/> as it may be amended from time to time in accordance with Section 11(j), below, and (3) Services Description Documents posted at <http://www.juniper.net/support/guidelines.html> for the Juniper Networks Services purchased, as they may be amended from time to time in accordance with Section 11(j), below.
- c) “Authorized Reseller” means an authorized reseller of Juniper Networks products, so authorized in exchange for its agreement to resell only such Juniper Networks product that it has purchased either directly from Juniper Networks or from a Juniper Networks-authorized distributor.
- d) “Business Day” in connection with a particular JTAC facility, Service Manager or other Juniper Networks resource supporting Juniper Networks Services means Monday through Friday, 8:00 a.m.

to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.

- e) “CSC” means Juniper Networks’ Customer Support Center. The CSC is a web-based service that allows Operate Specialist to access a database of Software Releases, technical tools, frequently asked questions, Documentation, technical updates, Product information, pre-released Product information, bug reporting, and bug resolution. The CSC is available at the URL: <http://www.juniper.net/support>.
- f) “Documentation” means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Juniper Networks with Product or Services.
- g) “End User” means the person or organization that originally purchases, leases or licenses Product and Services from Juniper Networks or an Authorized Reseller for use in such person’s or organization’s own business operations and not for further distribution or sale.
- h) “Hardware” means tangible systems, assemblies, components, accessories and like tangible goods that Juniper Networks has released for sale and spare parts therefor available from Juniper Networks for use in repairing or replacing Hardware that is defective.

- i) "JTAC" means Juniper Networks' local Technical Assistance Center in the applicable geographic region.
- j) "Juniper Networks" means: (a) Juniper Networks (Ireland) and/or its authorized service representative(s) if Services will be provided in Europe, the Middle East or Africa; (b) Juniper Networks (Hong Kong) Ltd. and/or its authorized service representative(s) if Services will be provided in the Asia Pacific Rim; or (c) Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Services will be provided in North America, Central America or South America.
- k) "Juniper Networks Services" means services purchasable by End User from Juniper Networks or its Authorized Reseller and to be rendered by Juniper Networks for End User and which are listed at <http://www.juniper.net/us/en/products-services/technical-services/> or which are described in a Services Description Document posted at <http://www.juniper.net/support/guidelines.html> that refers to this Agreement. For avoidance of doubt, Juniper Networks Services does not include Resident Engineering, Resident Consultant or other professional services involving onsite presence of Juniper Networks personnel.
- l) "Problem Resolution" means a resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the relevant Documentation; and/or, (ii) restores the service and operation of the Product without a material loss of functionality. Any Problem Resolution required hereunder will be delivered in Juniper Networks' next regularly scheduled major Supported Release.
- m) "Priority 1 Problem" means any fault in a supported Product that causes a catastrophic impact to an End User's mission critical functionality. Examples of Priority 1 Problems include issues that cause the total loss or continuous instability of mission critical functionality such as the complete failure of an End User's production network or system.
- n) "Priority 2 Problem" means any fault in a supported Product that causes a significant impact to an End User's mission critical functionality. Examples of Priority 2 Problems include issues that are significantly impairing, but do not cause a total loss of mission critical functionality or intermittent issues that significantly affect mission critical functionality.
- o) "Priority 3 Problem" means any fault in a supported Product that causes minimal performance impact to business operations.
- Examples of Priority 3 Problems include issues in Products that do not impact mission critical functionality, non-repeated issues that temporarily impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause significant adverse impact to a Product, or work-around in place for Priority 1 or Priority 2 issues.
- p) "Priority 4 Problem" means any non-conformance to Documentation that has no impact on business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of Products, non-urgent RMA requests or cosmetic defects.
- q) "Problem" means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- r) "Problem Report" means a description of the Problem encountered when End User submits a request to Juniper Networks for technical support. Each Problem Report will include a description of how to replicate the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by End User and Juniper Networks consistent with the Problem priority levels defined herein. End User shall submit Problems Reports consistent with the Problem Report template which can be found in the JTAC User Guide at URL <https://www.juniper.net/customers/support/downloads/710059.pdf>. All Problem Reports will constitute Juniper Networks' Confidential Information irrespective of who generated the report.
- s) "Product(s)" means the Juniper Networks Hardware, Software and Documentation, or any part thereof, that is covered under valid and active Juniper Networks Care Service Contract purchased by End User from Juniper Networks or an Authorized Reseller.
- t) "SDD" means a Services Description Document posted at <http://www.juniper.net/support/guidelines.html> and referencing this EUSA as governing terms for the services described therein.
- u) "Service Contract" or "Juniper Networks Service Contract" means any bundle of Juniper Networks Services purchasable by End User which services bundles are described in the Services Offerings for End Users Website that are offered by Juniper Networks to End Users for the applicable Services Contract term, but excluding Resident Engineering,

Resident Consultant or other on-site professional services, which are covered under separate professional services terms and conditions. As described in applicable SDD's, a Services Contract may also include a license of Software for the Services Contract term; provided that any such Software is subject to the terms of the Juniper Networks EULA.

- v) "Site" means the End User physical location where the Hardware is installed.
- w) "Software" means the machine-readable object code licensed and delivered by Juniper Networks to End User, either directly or through Juniper Networks' Authorized Resellers, whether embedded in the Hardware or delivered separately, and includes Software Releases.
- x) "Software Release" means a new production release of Software made generally available by Juniper Networks for use by End Users.
- y) "Supported Release" at any time means any Software Release then still supported under Juniper Networks' then-current software EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/#software>); PROVIDED HOWEVER, that for Perpetual License Software (as defined in the SDD for Care Support services) licensed to a particular End User, Supported Release excludes "Major Releases" (as defined in that same SDD) released after the Major Release that is deliverable with the underlying perpetual license purchased by the End User.
- z) "Work-Around" means a temporary resolution of a Problem that restores the service and operation of a Product without material loss of functionality. A Work-Around may consist of a patch or instructions on how to avoid a Problem.

## **2. Juniper Networks' Support Obligations.**

Upon Juniper Networks' acceptance of a valid purchase order from End User or an Authorized Reseller for any Service Contract and End User's payment of the applicable fees as set forth in Section 6, Customer will be entitled to receive such purchased Juniper Networks Services in accordance with the terms of this Agreement.

- a) Hardware Repair/Replacement. Juniper Networks will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware replacement support option purchased by End User, subject to the terms set forth in Section 4. All returned Hardware must be returned in accordance with Juniper Networks' RMA process then

in effect. (The current process is described at <http://www.juniper.net/support/rma-procedure.html>.) Juniper Networks is not responsible for transportation or customs delays.

- b) Technical Support. In accordance with Section 5, Juniper Networks will use its commercially reasonable efforts to:
  - i) Provide End User access to all Supported Releases and related Documentation that End User has licensed from Juniper Networks upon their general commercial release;
  - ii) Provide End User with access to JTAC staff, who will work with End User to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks management as needed; and
  - iii) Post web-based reports to the Customer Support Center.
- c) On-Site Support. If End User has purchased a Juniper Networks Services Contract that includes on-site support (not available in all Territories), then, upon End User's request, Juniper Networks will use its commercially reasonable efforts promptly to dispatch a technician to the affected Site. If End User requires on-site support but has not purchased a Juniper Networks Services Contract that includes on-site support, then, upon End User's request and subject to payment of fees described below, Juniper Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by Juniper Networks based upon the availability of resources. In such case, End User will be billed at Juniper Networks' then-applicable standard rates for time and materials, and for reasonable travel and living expenses. In either case, provision of onsite support is subject to the following limitations:
  - i) On-site support is limited to Hardware replacement only; Juniper Networks does not provide On-site assistance for software troubleshooting, or any software related issues.
  - ii) On-site support may not be available for some Juniper Networks products or in some geographic regions and may require a "set-up" period before they can be made available to End User. During such set-up period, Juniper Networks will use commercially reasonable efforts to provide to End User the closest available service with respect to such product line or in such geographic region. Next Day On-

site is provided in the regional time zone of the End User Site.

- iii) For the Juniper Networks -IDP and Secure Access product lines, Juniper Networks will only provide assistance with the delivery and initial set up of the Hardware. End User is responsible for the reconfiguration and/or allowing JTAC access to the device to restore the Hardware to its last saved configuration status. End User is responsible for maintaining a backup of the configuration that can be used to restore the device.
- iv) End User acknowledges that Juniper Networks intends to subcontract to local affiliates or third parties the performance of On-site Support in certain countries, in which case such subcontractor shall be directly and primarily liable to End User for performance of such subcontracted services.
- d) End of Life Procedures and End of Support. Juniper Networks shall abide by the EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/>), as may be modified from time to time in accordance with Section 11(j), below.
- e) Exclusions. Juniper Networks is not obligated to provide any of the following:
  - i) third-party devices (hardware, software cabling, etc. not provided by Juniper Networks or Problems associated with or arising directly or indirectly from such components;
  - ii) Problems with Product that have been installed by any party other than (A) Juniper Networks or (B) a party authorized by Juniper Networks; Problems with Product that have been modified without Juniper Networks' written consent by any person (including unauthorized modifications by Operate Specialist);
  - iii) Problems relating to incompatibility of the Product with third-party devices;
  - iv) Product that is damaged other than through the negligence or willful misconduct of Juniper Networks or its employees
  - v) Problems caused by the use of the Product other than in accordance with applicable Documentation

- vi) problems with Products where Customer did not provide the required Product information set forth in Section 3 f);
- vii) problems caused by the misuse or abuse of Product generally;
- viii) Problems with Software that is not a Supported Release;
- ix) Problems with Products that were not purchased directly from Juniper Networks or any authorized Juniper Networks reseller unless such products have been inspected, repaired and certified by Juniper Networks prior to the commencement of any Juniper Networks Services.
- vi) problems with Products or parts thereof that are past their End of Life date, as provided in subsection 2(d) above.

End User may, at its sole option, request that Juniper Networks provide Support for one or more of the above excluded problems. If Juniper Networks does attempt to resolve one or more of the above excluded problems based on End User's request, End User agrees to pay for such Support at Juniper Networks' then-applicable rates for time and materials.

### **3. End User Obligations.**

- a) Maintaining Supported Releases. All Supported Releases provided to End User shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms that apply to the Supported Releases. End User is not required to install every Supported Release as they become available from Juniper Networks. However, End User acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems.
- b) Network Access. For any Problem identified as a Priority 1 Problem, End User will provide Juniper Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for Juniper Networks. Furthermore, if Juniper Networks determines that its technical personnel need access to the End User's network in order to remotely diagnose a problem, End User will ensure that Juniper Networks' personnel have the necessary level of authorized access to such network. End User shall have the right to observe such access.
- c) Staffing. End User shall maintain a reasonable number of support engineers who are trained on Juniper Networks Products. End User's support

engineers must be proficient in the operation of the Products and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Juniper Networks' engineers of customer issues and responses will be conducted in English. End User shall pay for Support rendered by Juniper Networks due to modifications not authorized by Juniper Networks at Juniper Networks' then prevailing rates for time and materials.

- d) Decommissioned Hardware. End User may elect to cover all or none of its Product under this Agreement except that, effective at the end of each annual term of this Agreement, End User may exclude Product that it has permanently decommissioned and identified in a written notice to Juniper Networks at least 30 days prior to such decommission. In addition, Juniper Networks will grant End User a pro-rated credit for any pre-paid support on Products that are permanently decommissioned or accidentally destroyed during an annual support term and End User may use such credit for future service orders only.
- e) Configuration Files. End User is responsible to maintain a backup of the configuration that can be used to restore the device.
- f) Product Information. In order for Juniper Networks to provide the appropriate level of Support promptly and efficiently, End User must provide to Juniper Networks the following information for each Product under a Support plan:
  - i) product license key or serial number;
  - ii) configuration;
  - iii) installation address; and
  - iv) Site contact person.

End User may either provide the above Product information to Juniper Networks in the purchase order for each Product or in the form set forth in Attachment B. If End User physically moves any Product from the original Site to another location, End User must notify Juniper Networks immediately to update their support contract. Prior to Juniper Networks' receipt of such notification, Juniper Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such Product.

- g) Compliance with Laws: Export Requirements. End User shall comply with all applicable laws and regulations. End User acknowledges and agrees that it and Juniper Networks are subject to regulation by agencies of the United States Government, including

the U.S. Department of Commerce, which prohibits export or re-export of the Products to certain countries. End User warrants that it has not received any Product through any export or re-export in violation of US or other applicable laws or regulations, that it is not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Product is located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that it is not using any Product to support activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. End User further covenants that it will immediately notify Juniper if at any time such warranties and representation become no longer accurate as such time. Regardless of any disclosure made by End User to Juniper Networks of an ultimate destination of the Products, End User warrants that End User will not export, either directly or indirectly, any Products without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. End User understands and agrees that certain restrictions on services described herein may be imposed by Juniper in order to avoid violations of export control laws.

- h) Spares on Site. End User agrees that as a standard requirement each Spares On-Site (SOS) location will be required to take an inventory of Hardware physically in stock on a quarterly basis and provide the results to the Juniper Networks Global Services Operations (GSO) Inventory Management group. As part of the Spares On-Site (SOS) program, End User is responsible to designate a logistics contact at each site location to handle questions, issues, and inventory related actions, from Juniper Networks and agrees to allow Juniper Networks to inspect SOS location(s) no more than once per year. In addition, if during reconciliation review, it has been determined that the Spares On-Site (SOS) location does not have the applicable Juniper Networks inventory in stock, and upon verification by the Spares On-Site (SOS) location that the missing inventory cannot be found or accounted for, or if the inventory is damaged while onsite as a result of End User's practices, the item(s) shall be considered lost, and Juniper Networks shall have the right to seek reimbursement for the lost item(s) from the End User at the price on Juniper Networks current price list. In addition, Juniper Networks may seek reimbursement for additional expenses incurred as a result of lost inventory including, but not limited to, transportation and/or duties on replacement Hardware.

**4. Hardware Repair/Replacement.**

- a) Hardware Return Procedure. In the event of Hardware failure, End User must contact JTAC for Hardware failure validation and troubleshooting. After JTAC has validated the Hardware failure, End User will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Juniper Networks must have a RMA number assigned prior to their return. End Users who are not under any Support Plan may purchase Support from Juniper Networks at Juniper Networks' then prevailing rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at End Users expense.
- b) Hardware Replacement. If End User has purchased a Hardware Replacement Support Plan, then Juniper Networks will provide replacement part(s) to End User in accordance with the Hardware Replacement Support Plan selected by End User and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. End User must follow the return instructions to return the defective Hardware or parts within 10 business days of failure or pay the purchase price of replacement parts for any Hardware.

**5. Technical Support.**

- a) Supported Releases. Juniper Networks will make available Supported Releases and applicable Documentation, if any, to End User as such releases become generally commercially available. Such Supported Releases shall be subject to the same Every Supported Release will be accompanied by written installation instructions. End User's rights in Supported Releases are subject to the Juniper Networks End User License Agreement ("EULA")
- b) Access to JTAC. End User's access to the JTAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information
- c) Web-Based Technical Support. Juniper Networks shall post to the End User Support Center, on a regular basis, a report listing the following information:
  - i) bugs, errors, or deficiencies in the Software, and the classification of each;
  - ii) any resolutions or fixes; and

iii) any available Work Arouns.

- d) Technical Support Procedures. For each request by End User for Technical Support from Juniper Networks, End User shall provide Juniper Networks with a Problem Report. Juniper Networks shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by End User, Juniper Networks shall provide a "Status Report" on any Problem logged for End User provided that End User identifies the particular Problem by the Case Number assigned to it by Juniper Networks. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for End User shall remain open until closure notification is received from Juniper Networks and accepted by End User. By mutual agreement between End User and Juniper Networks, Problems shall be categorized and handled according to the procedures set forth below:

- i) P1 – Priority 1 Problems. If the Problem is identified as a Priority 1 Problem, the Juniper Networks' End User Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Juniper Networks and End User shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with End User's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Juniper Networks, Juniper Networks' End User Service will confer with the appropriate Juniper Networks' engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in End User's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide End User with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, Juniper Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Juniper Networks.

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- ii) P2 – Priority 2 Problems. If the problem is classified as a Priority 2 Problem, Juniper Networks and End User shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in End User's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide End User with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to Juniper Networks by End User.
- iii) P3 – Priority 3 Problems. If a problem is classified as a Priority 3 Problem, Juniper Networks and End User shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in End User's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide End User with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to Juniper Networks by End User.
- iv) P4 – Priority 4 Problems. Juniper Networks shall use commercially reasonable efforts to work with End User during normal business hours to provide information or assistance as requested. Juniper Networks will use all commercially reasonable efforts to provide a Work Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Juniper Networks by End User.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by Juniper Networks to End User, and it is understood that Juniper Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times

shall not constitute a breach of Juniper Networks' obligations under this Agreement.

- e) Escalation Management. In addition to setting priority levels for reported End User problems, Juniper Networks will provide the following systematic escalation management for Problems:

Owner	Priority 1	Priority 2	Priority 3	Priority 4	Priority
Manager, Technical Support	1 hour	12 hours	15 days	30 days	
Director, Customer Service	2 hour	24 hours			
Vice President, Customer Service	4 hours	96 hours			
Vice President, Engineering and Sales	4 hours				
Executive Vice President, Operations and Field Operations	24 hours				

**6. Support Fees.**

- a) Annual Fee. In consideration for the Support, End User shall pay to Authorized Reseller an annual fee agreed upon by End User and Authorized Reseller. By issuing a purchase order to an Authorized Reseller for Support, End User agrees to be bound by the terms and conditions of this Agreement.
- b) Renewal. No less than 60 days prior to the expiration of the initial and subsequent one-year terms, a notice of expiration and a quotation for the annual fees for the subsequent one-year terms will be provided to End User or Authorized Reseller. If End User wishes to continue receiving Support, then End User shall provide a purchase order to an Authorized Reseller to match the quotation on or before the expiration date. Upon receipt, End User shall be invoiced in accordance with the terms of this Agreement.
- c) Subcontracting. Juniper Networks may subcontract with its affiliates or other third parties the performance of any Services.
- d) Purchase Orders. Terms and conditions contained in End User purchase orders shall have no binding effect on Juniper Networks.

- e) Payment Terms. The parties acknowledge End User is buying pass-through Support from Authorized Reseller. End User will pay all Support fees in advance to Authorized Reseller based on Authorized Reseller's invoice.
- f) Reinstatement of Support. If (i) the standard warranty has ended, (ii) a previously purchased Support contract has expired, been terminated by End User or terminated by Juniper Networks for non-payment or (iii) there has been a transfer of product ownership, the Juniper Networks equipment must be inspected or a reinstatement fee paid before placing such equipment under a new Support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the Support services contract, following the Support Services Inspection and Reinstatement Policy (<http://www.juniper.net/support/guidelines.html>). Products that have not been inspected or where a reinstatement fee has not been paid will be eligible for time and material level of support only at Juniper Networks' then current rates, and will be subject to minimum charges. Products must be running a Supported Release to qualify for Support. Products that have reached End of Service (EOS) or are within one (1) year of EOS are not eligible for the purchase of a Support services contract. Products that have reached the End of Life (EOL) announcement date will have a reduced level of services available during the five (5) year EOS timeline.
- g) Taxes. All prices payable under this agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper Networks prior to invoicing, and End User shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by End User shall be net of any applicable withholding tax. End User will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of End User's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting Juniper Networks in any audit or tax proceeding, related to transactions hereunder. End User shall comply with all applicable tax laws and regulations, and End User will promptly pay or reimburse Juniper Networks for all costs and damages related to any liability incurred by Juniper Networks as a result of End User's non-compliance or delay with its responsibilities herein. End User's obligations under this Section 6(g) shall survive termination or expiration of this Agreement.

**7. Confidential Information.**

Confidential Information means all information disclosed to the other in (i) tangible form and which is designated "Confidential" or "Proprietary"; (ii) disclosed orally,

and summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) which by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of recipients, employees and representatives as may have a need to know to accomplish the purposes of this Agreement and who are legally bound by confidentiality obligations consistent with this Agreement. No rights or licenses to intellectual property in Confidential Information is granted by either party under this Agreement, whether express, implied or otherwise the obligations imposed on the receiving party shall survive until such time as the Confidential Information of the other party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by this Agreement, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under this Agreement (and this Agreement were in effect) as of the date of such exchange.

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

**8. Proprietary Materials; Information Provided by Others.**

- a) Subject to the limitations set forth below in this Section 8, Customer hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of Customer's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support. Customer warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Juniper Networks hereunder. Juniper Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by Customer.
- b) Juniper Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.
- c) Juniper Networks will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Customer. Juniper Networks shall not be liable to Customer or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Customer.

9. **LIMITATION OF LIABILITY.** JUNIPER NETWORKS' LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS OR SERVICES SHALL BE LIMITED TO THE AMOUNT PAID AND PAYABLE BY THE END USER FOR THE SERVICE CONTRACT THAT IS THE SUBJECT OF THE CLAIM, UP TO A MAXIMUM OF \$100,000. IN NO EVENT SHALL JUNIPER NETWORKS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF PRODUCT OR SERVICES PURCHASED (OR LICENSED) HEREUNDER, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. Term and Termination.

- a) **Initial Term.** This Agreement shall be binding upon Juniper Networks, and the initial term of this Agreement shall commence, on the date that a valid purchase order for Support is accepted by Juniper Networks. Support will commence on the date mutually agreed upon by the parties and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer.
- b) **Renewal Terms.** Upon expiration of the initial term and acceptance by Juniper Networks of a valid purchase order for a renewal term of Support, this Agreement will be automatically renewed for successive 1 year periods (or such longer period of Support pre-paid by Customer) unless at least 60 days prior to the date of renewal either party notifies the other in writing of its intent not to renew.
- c) **Termination for Breach.** If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Notwithstanding anything to the contrary herein, Customer's breach of payment obligation constitutes a default the date the payment is due and Juniper Networks shall have the right to terminate this Agreement immediately
- d) **Termination for Insolvency.** Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- e) **Survival.** The provisions of Section 3(g), 6(f), 6(g), 7, 8(c), 9, 10 and 11 shall survive termination hereof for any reason.

**11. Miscellaneous.**

- a) Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- c) Venue. For any disputes arising out of or in connection with this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party.
- c) Entire Agreement. The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
- d) Force Majeure. Except for Customer's payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- e) Assignment. Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Juniper Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- f) Litigation Expenses. In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- g) Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent by facsimile (followed by mailing of the original in the manner described herein), by personal delivery, by express courier service, or if mailed, postage prepaid first class certified, return receipt requested, on the third day after mailing to the addresses first indicated in this Agreement for End User and the address indicated below for Juniper Networks, or to such

other address a party may designate to the other in writing.

For notices to Juniper Networks (U.S.) Inc., End User shall send notices to 1194 N. Mathilda Avenue, Sunnyvale, CA 94089 USA; for notices to Juniper Networks (Ireland), End User shall send notices to Airside Business Park, Swords Co. Dublin Ireland; and for notices to Juniper Networks (Hong Kong) Ltd., End User shall send notices to 26/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

For notices to End User: [*see address for End User on signature page of this Agreement or, if none, then, at Juniper Networks' election, End User's address on the purchase order for the Services Contract or End User's address indicated when End User registers at Juniper Networks' CSC.*]

In addition to the notice methods specified above, any notification of changes under Section 11(j)(1) or (2) herein may be given by posting as specified in Section 11(j)(3).

- h) No Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.
- i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.
- i) Invalidity. If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- j) Complete Agreement; Modifications. This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations, oral or written related to the provision of Juniper Networks Services to End User. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by either party to the other from the Effective Date forward. Except as otherwise provided in subsections (j)(1) or (j)(2), below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

- (1) Juniper Network may at any time modify, add or delete any SDD or the Juniper Networks Services listing at <http://www.juniper.net/us/en/products-services/technical-services/> effective upon written or electronic notice to End User; provided that no such modification shall affect the terms of any Juniper Networks Service Contract ordered and accepted prior to the effective date of such modification, nor of any renewal of a Juniper Networks Service Contract that becomes effective prior to the effective date of such modification.
- (2) Juniper Networks may at any time modify any other online policies and procedures referenced in this Agreement effective written or electronic notice to End User, provided that no such modification shall affect the Juniper Networks Services under the then-current term of any Juniper Networks Services Contract ordered and accepted prior to the effective date of such modification.
- (3) Juniper Networks' posting of any changes regarding Juniper Networks Services shall, when appearing at <http://www.juniper.net/us/en/products-services/technical-services/> or of any changes regarding other online policies and procedures referenced in this Agreement, when appearing at the affected webpage, will be deemed adequate notice of change for purposes of such changes.

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